

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2018-141-T - ORDER NO. 2018-602
SEPTEMBER 20, 2018

IN RE:	Application of Dan L. Rapley, Sr. d/b/a)	ORDER GRANTING
	Rapley and Sons Moving Company for a)	CLASS E CERTIFICATE
	Class E (Household Goods) Certificate of)	
	Public Convenience and Necessity for)	
	Operation of Motor Vehicle Carrier)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Dan L. Rapley, Sr. d/b/a Rapley and Sons Moving Company (“Applicant” or “Rapley”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks authority to move household goods in South Carolina within the boundaries of three contiguous counties: Greenville, Greenwood, and Laurens Counties. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on August 22, 2018, in the offices of the Commission.

The parties at the hearing included the Applicant, appearing *pro se*, and the Office of Regulatory Staff (“ORS”), represented by Jenny Pittman, Esquire.

Rapley testified on his own behalf with regard to his experience, qualifications, and fitness to be awarded a Certificate of Public Convenience and Necessity to operate a household goods moving business in South Carolina. In addition, Rapley confirmed that he intends to comply with all of South Carolina’s laws and regulations governing household goods movers.

ORS did not present testimony, but submitted a letter to the Commission on August 22, 2018, stating that ORS staff “is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133 (2015).”

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of Dan L. Rapley, Sr. d/b/a Rapley and Sons Moving Company should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Dan L. Rapley, Sr. d/b/a Rapley and Sons Moving Company for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods within Greenville, Greenwood, and Laurens Counties, South Carolina.
2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.
3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 (2012) of the Commission’s Rules and Regulations for Motor Carriers, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (2011) of the Department of Public Safety’s Rules and

Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (2012), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

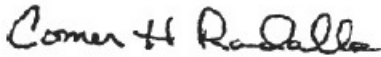
5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.


7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:


Comer H. "Randy" Randall, Chairman

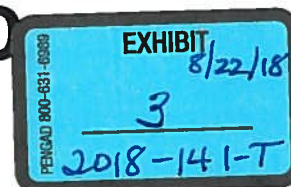
ATTEST:


Jocelyn Boyd, Chief Clerk/Administrator

#1001

RAPLEY & SONS MOVING CO

17 S. GREENWOOD AVE. • WARE SHOALS, SC 29692
(864) 992-3418 • (864) 981-2728 • (864) 618-0577
Email: rapleylaymon@yahoo.com Shipper#??????



IN CASE OF NEED CONTACT TRAFFIC CONTROL MANAGER AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO.

SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

CONSIGNEE TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

NOTIFY _____ TEL. _____
ADDRESS _____

RECEIVED _____
SUBJECT TO _____ ROUTING _____

GENERAL
CONDITIONS:

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR CERTIFIED
CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES POSSESSION
UNLESS INDICATED BY CARRIER.
PERSONAL CHECKS WILL NOT BE ACCEPTED.

RATES, RULES AND REGULATIONS IN
TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L NO. _____
BILL CHARGES TO _____

THIS SHIPMENT WILL MOVE SUBJECT TO RULES AND
CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS
PRINTED OR STAMPED HEREON. SHIPPER HEREBY
RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING _____ THE CARRIER'S LIABILITY FOR
LOSS AND DAMAGE WILL BE .50 PER LB. PER ARTICLE
UNLESS A GREATER AMOUNT IS SPECIFIED BY THE
SHIPPER.

SIGNED _____
SHIPPER _____ DATE _____

TIME RECORD

START _____
FINISH _____
AM PM Customer's Initials
PM PM Customer's Initials

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

TRANSPORTATION SERVICES HOURLY CHARGE

STRAIGHT TIME
____ VANS ____ MEN ____ HOURS AT \$ ____ PER HR
OVERTIME SERVICES
____ VANS ____ MEN ____ HOURS AT \$ ____ PER HR

TRAVEL TIME HOURS AT \$ _____
OTHER CHARGES _____
OTHER CHARGES _____
PACKING _____
INSURANCE _____
TOTAL _____
DATE DELIVERED _____
DRIVER _____

☐ SPACE RES. _____ CU FT.

☐ EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL USE OF VEH. _____ CU FT.

GROSS _____ TARE _____ NET _____
TRANSPORTATION _____ MILES
ADD'TL LIAB. CHG. (PER SHIPMENT CHARGE) _____
ADD'TL TRANS. (SURCHARGE) _____ ☐ ORIG. ☐ DEST. _____
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____
AT _____
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____
PIANO HANDLING: OUT _____ IN _____ HOIST _____
ADD'TL LABOR _____ MEN FOR _____ MAN HOURS
WAREHOUSE HANDLING _____
TRANSIT STORAGE: FROM _____ TO _____
S.I.T. VALUATION CHARGE _____

APPLIANCE SERVICES

ORIGIN DUE _____
DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE <input type="checkbox"/> FROM WHSE <input type="checkbox"/> ORIG <input type="checkbox"/> DEST <input type="checkbox"/> MI	QUANTITY
BARRELS	5
CARTONS LESS THAN	1 1/2
CARTONS	1 1/2
CARTONS	3
CARTONS	4 1/2
CARTONS	6
CRIB MATTRESS	
WARDROBES (USE OF)	
MATTRESS CARTON NOT EXCEEDING 39 X 75	
MATTRESS CARTON NOT EXCEEDING 54 X 75	
MATTRESS CARTON EXCEEDING 54 X 75	
CRATES MIRROR CARTONS	
TOTAL PACKING	
TOTAL CHARGES <input type="checkbox"/> CHGE <input type="checkbox"/> PPD <input type="checkbox"/> C.O.D. <input type="checkbox"/> G.B.L.	TOTAL CHARGES

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE _____
BY _____ PER _____ DATE _____
(WAREHOUSE'S SIGNATURE)

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by RAPLEY & SONS MOVING CO. These services are furnished between points and places in Greenwood, Greenville and Laurens counties.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the RAPLEY AND SONS MOVING CO. office location, and includes the movers estimate return time to the office location.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$90.00
Three Men and a Truck	\$120.00
Four Men and a Truck	\$140.00
Each Additional Man	\$20.00 per man/per hour

1.2 Office Hours / Minimum Hourly Charges:

RAPLEY AND SONS MOVING CO. will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00am – 4:00pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, RAPLEY AND SONS MOVING CO. will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150

2.2 Elevator or Stair Carry

RAPLEY AND SONS MOVING CO. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

RAPLEY AND SONS MOVING CO. does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

RAPLEY AND SONS MOVING CO. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 RAPLEY AND SONS MOVING CO. does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 RAPLEY AND SONS MOVING CO. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. RAPLEY AND SONS MOVING CO. reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

RAPLEY AND SONS MOVING CO. will not move pianos.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of RAPLEY AND SONS MOVING CO.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. RAPLEY AND SONS MOVING CO. must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, RAPLEY AND SONS MOVING CO. reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify RAPLEY AND SONS MOVING CO. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

RAPLEY AND SONS MOVING CO. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

RAPLEY AND SONS MOVING CO. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

RAPLEY AND SONS MOVING CO. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. RAPLEY AND SONS MOVING CO. will not accept responsibility for safe delivery of such articles if they come into RAPLEY

AND SONS MOVING CO's. possession with or without RAPLEY AND SONS MOVING CO's. knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of RAPLEY AND SONS MOVING CO's. Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

RAPLEY AND SONS MOVING CO. shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

RAPLEY AND SONS MOVING CO. shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the RAPLEY AND SONS MOVING CO. office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$85.50
Three Men and a Truck	\$114.00
Four Men and a Truck	\$133.00
Each Additional Man	\$19.00 per man/per hour